

PTO/SB/82 (08-03)
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**REVOCATION OF POWER OF
 ATTORNEY WITH
 NEW POWER OF ATTORNEY
 AND
 CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/729,428
Filing Date	12/05/2003
First Named Inventor	Appel
Art Unit	3738
Examiner Name	unknown
Attorney Docket Number	049982-0310127

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

27500

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with
 Customer Number:

27500

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
Address			
City	State	Zip	
Country			
Telephone	Fax		

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
 Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

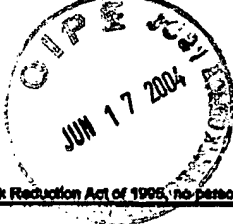
Name	Business Advantage No. 1, Inc.		
Signature			
Date	June 11/04	Telephone	905-853-3372

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.38. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/BB/06 (08-05)
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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Appel, Gerald D. et al.

Application No./Patent No.: 10/728,425 Filed/Issue Date: December 5, 2003

Entitled: System and Method for Determining Muscle Dysfunction

Business Advantage No. 1, Inc.

a Company

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or

2. ☐ an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

(NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

June 11/04
Date

905-853-3372
Telephone number

WAYNE COCKBURN
Typed or printed name

[Signature]
Signature

CEO
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-5198 and select option 2.

ASSIGNMENT OF INVENTION

WHEREAS, MPR Health Systems, Inc., a company incorporated under the laws of the State of California, having a principal place of business at 14841 Yorba Street, Suite 101, Tustin, California, 92780, U.S.A. (hereinafter "ASSIGNOR"), has certain rights, title and interest to the invention relating to:

SYSTEM AND METHOD FOR DETERMINING MUSCLE DYSFUNCTION as described and claimed in the United States Patent issued on August 28, 2001 under US Patent No. ~~6,260,395~~; **6,280,395**;

and WHEREAS, Business Advantage No. 1, Inc., having a principal place of business at 73 Richmond Street West, Suite 312, Toronto, Ontario, M5H 4E8, Canada (hereinafter "ASSIGNEE"), is desirous of obtaining certain rights, title and interest in, to and under said invention and application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, all of its entire right, title, interest throughout the world in, to and under said invention; all improvements, modifications and additions to said invention and to all corresponding rights, title and interest in and to any patent which may be granted thereon; said application and all divisions, renewals, continuations, continuation-in-part, national phase applications thereto, and all corresponding patents which may be granted thereon and all reissues and extensions thereof; all corresponding foreign patent applications and patents relating to said invention and improvements, modifications and additions thereto, and to any divisions, continuations, continuation-in-part applications, reissues and renewals of the aforementioned patents; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country throughout the world together with the right to file such applications and the right to claim for the same priority rights derived from said application under any international agreements, conventions, treaties and the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country throughout the world and all extensions, renewals and reissues thereof; all rights and privileges pertaining to any patent applications and Letters Patents relating to said invention and application throughout the world, including, without limitation, all causes of action, claims, demands and other rights, for or arising from any past infringement thereof, as well as the fruits of any of the above, including, without limitation, royalties, damages, punitive damages, loss of profits or the like;

AND ASSIGNOR HEREBY agrees, without charge (excluding travel, accommodations and the like), and at the request of the ASSIGNEE, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part applications, reissue and substitute applications in any corresponding foreign jurisdiction for said invention and improvements, modifications and additions to said invention, and acknowledge and agree that all rights therein shall vest in the ASSIGNEES, its successors, and assignees, whereby said foreign Letters Patent will be held and enjoyed by said ASSIGNEES, its successors and assigns, to the full extent of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if the this assignment had not been made;

AND ASSIGNOR HEREBY agrees, without charge (excluding travel, accommodations and the like), and at the request of the ASSIGNEE, its successors and assigns, to execute any and all documents

required by the ASSIGNOR to fully and properly vest the aforementioned rights in the ASSIGNEE; to do all things which the ASSIGNEE, its successors and assigns, shall consider necessary or desirable for securing, maintaining and enforcing the rights and property specified herein above, including testifying in all legal proceedings; to communicate all facts known by ASSIGNOR relating to the inventions and the history thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents or the like Official of any country, whose duty it is to issue patents or other evidence of forms of industrial property protection on applications as aforesaid, to issue the same in and to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

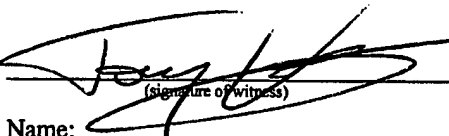
AND ASSIGNOR HEREBY covenants and agrees that it has full right to convey all of its interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith; has not copied or used information that may be subject to a trade-secret owned or under the control of a third party; the present assignment is complementary to any previous assignment, if any, in favour of the ASSIGNEE;

AND in the event of disagreement between the ASSIGNOR and ASSIGNEE, this Assignment of Invention shall be interpreted in accordance with the Laws in effect in the Province of Ontario.

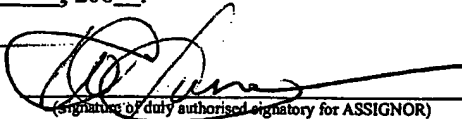
The undersigned hereby grants to the firm of MBM & CO. whose full post office address is P.O. Box 809, Station B, Ottawa, Ontario, Canada, K1P 5P9, the power to insert on this assignment any further information which may be necessary or desirable in order to comply with any patent rules or regulations for recordation of this document.

SIGNED at TORONTO CANADA
City Country

this 1 day of SEPT, 2003


(signature of witness)

Name:
Title:


(signature of duly authorised signatory for ASSIGNOR)

Name: Wayne D. Cockburn
Title: President

Where Applicable:

State/Province of _____)

Country of _____)

On this ____ day of _____, 200__, before me, a Notary Public in and for the State/Province aforesaid, personally appeared _____, to me known and know to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Notary Public

ACKNOWLEDGMENT OF ASSIGNMENT OF INVENTION

I, Elisa Vespa, a duly authorised signatory on behalf of **Business Advantage No. 1, Inc.**, having a principal place of business at 14841 Yorba Street, Suite 101, Tustin, California, 92780, U.S.A., acknowledge the attached Assignment of Invention from **MPR Health Systems, Inc.** to **Business Advantage No. 1, Inc.**, dated _____, 200__, regarding all rights, title and interest throughout the world in, to and under the invention relating to **SYSTEM AND METHOD FOR DETERMINING MUSCLE DYSFUNCTION**.

SIGNED at ANCASTER CANADA
City Country

this 1 day of SEPT., 2003.

Elisa Vespa
(signature of duly authorised signatory for ASSIGNEE)

Name:

Title:

I, TONY VESPA declare that I was personally present and did see
(Name of Notary, Attorney, or Witness)

ELISA VESPA duly sign and execute the above acknowledgement.
(Name of Signing Authority for Assignee)

[Signature]
(Signature of Notary, Attorney, or Witness)